

A sole source **determination** is not effective until the **sole source request for determination** has been posted for thirty (30) calendar days without challenge, and subsequently approved in writing by the MRCOG Chief Procurement Officer.

I. Name of Agency: Mid-Region Council of Government

Agency Chief Procurement Officer: Kim Monjaras

Telephone Number: 505-247-1750

II. Name of prospective Contractor: Innovate Educate

Address of prospective Contractor: 422 Old Santa Fe Trl.
Santa Fe, NM 87501

Amount of prospective contract: \$180,000

Term of prospective contract: 4 years

III. Please thoroughly list the services (scope of work), construction or items of tangible personal property of the prospective contract:

Innovate+Educate, an Industry-led non-profit that implements and develops research-based strategies and assessments to close national skills gap and bridge the opportunity divides with a concentration on skills-based hiring and development of skills-based assessments.

Innovate+Educate will provide services to enhance services and product that are related to their contract with the City of Albuquerque, Talent ABQ/TechHire ABQ. These services primarily are in the delivery of the Core Score assessment for employability skills. Currently, I+E has a contract with the City of ABQ that delivers the Core Score assessment and other I+E tools across ABQ. The contract includes delivery of services and access for up to 28 skill up sites including the One Stop Centers in the region.

This contract will develop, test and validate an additional information technology component of Core Score to align with the TechHire project and to assess foundational technical fundamentals. This work will expand on the City of Albuquerque Contract to ensure continuity of services in the region and scaling skills-based hiring in alignment with the City of Albuquerque and the TechHire NM project. After the initial development and roll out of the information technology assessment component, Innovate+Educate shall maintain the product and ensure its availability and functional performance and pursue additional functional components for the TechHire grant.

- IV. Provide a detailed, sufficient explanation of the reasons, qualifications, proprietary rights or unique capabilities of the prospective contractor that makes the prospective contractor **the one source** capable of providing the required professional service, service, construction or item(s) of tangible personal property. (Please do not state the source is the “best” source or the “least costly” source. Those factors do not justify a “sole source.”)

The service provided is unique and substantially related to the purpose of the contract. The City of Albuquerque has a contract utilizing Innovate + Educate for a project called Talend ABQ, this scope falls into the same or similar scope (without primary emphasis on the information technology industry sector), to address the workforce skill gap and provide relevant and innovated assessment tools.

Innovate+Educate has proprietary rights and trademark of Core Score Assessment. The assessment is being used in the work with Talent ABQ/TechHire ABQ. This project has been identified within the DOL-ETA TechHire Grant proposal as a project that TechHire will align for services and leveraging existing resources. The assessment is the only employability assessment on the market that has been validated by employers to measure both competency and performance on the job and may be modified to align assessments for the information technology industry sector. The Core Score assessment is the only assessment that is delivered on a mobile phone, and non-proctored to ensure the learner does not have to go to a testing center for assessment.

- V. Provide a detailed, sufficient explanation of how the professional service, service, construction or item(s) of tangible personal property is/are **unique and how this uniqueness is substantially related to the intended purpose of the contract**.

The service provided is unique and substantially related to the purpose of the contract. The City of Albuquerque has a contract for Talent ABQ that is utilizing Innovate+Educate. This project is identified within the DOL+ETA TechHire proposal as one for alignment with the TechHire project to leverage existing resources, systems and processes.

Innovate+Educate has proprietary rights and trademark of Core Score Assessment. The assessment is being used in the work with Talent ABQ/TechHire ABQ. The assessment is the only employability assessment on the market that has been validated by employers to measure both competency and performance on the job. It also is the only assessment that has been validated for specific sectors. Furthermore, Core Score is the only assessment that is delivered on a mobile phone, and non-proctored to ensure the learner does not have to go to a testing center to be assessed.

- VI. Explain why other similar professional services, services, construction or item(s) of tangible personal property **cannot** meet the intended purpose of the contract.

Innovate+Educate has proprietary rights and trademark of Core Score Assessment. The assessment is being used in the work with Talent ABQ/TechHire ABQ. Core Score assessment is the only employability assessment on the market that has been validated by employers to measure both competency and performance on the job. It also is the only assessment that has been validated for specific sectors. It is also may be delivered on a mobile phone, and non-proctored to ensure the client does not have to go to a testing center for assessments.

- VII. Provide a narrative description of the agency's due diligence in determining the basis for the procurement, including procedures used by the agency to conduct a review of available sources such as researching trade publications, industry newsletters and the internet; reviewing telephone books and other advertisements; contacting similar service providers; and reviewing the State Purchasing Agent's vendor list. Include a list of businesses contacted (***do not state that no other businesses were contacted***), date of contact, method of contact (telephone, mail, e-mail, other), and documentation demonstrating an explanation of why those businesses could not or would not, under any circumstances, perform the contract; or an explanation of why the agency has determined that no businesses other than the prospective contractor can perform the contract.

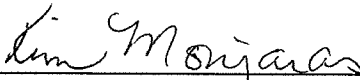
Innovate+Educate has proprietary rights and trademark of Core Score Assessment. The assessment is being used in the work with Talent ABQ/TechHire ABQ via a contractual agreement with the City of Albuquerque. The Talent ABQ project is identified within DOL+ETA TechHire proposal as one for alignment with the TechHire project and we are able to leverage existing resources, systems and processes.

The leadership team is aware of the other assessments available to the market. They fall short of this contract in several areas: 1) they do not measure soft skills/employability skills; 2) they are not contextualized for the tech sector; 3) to introduce a new product will conflict with the City of ABQ work already on the ground (since early 2016) with Core Score assessment; 4) the central region workforce system and 23 affiliate testing offices, within the Albuquerque metropolitan area, are using the Core Score assessment product. Therefore, it is not feasible to introduce a new and distinct product for the Techhire efforts; 5) the costs and timeline to introduce new products versus a product already positively affecting the workforce system will have a negative impact upon the schedule and budget for TechHire; 6) Innovate+Educate owns the product and trademark and is the only company that may perform enhancements required for information technology.

Based on this information, the project leadership team determined that no business other than Innovate+Educate are able to perform this contract.

Certified by:

Date: _____



Chief Procurement Officer

Agency Approval by:

Date: _____



Executive Director, Dewey V. Cave

If this sole source relates to a procurement of general services:

- 1) the signature of the Chief Procurement Officer on this form certifies the sole source has been posted for thirty (30) calendar days and has received no challenges;
- 2) the sole source is granted as of the date of signature by the Executive Director; and
- 3) the signature of the Executive Director on this form is the final signature required for this sole source procurement.

New Mexico Workforce Connection

Central Region



Debbie Ortiz, Chair

Dewey V. Cave, Executive Director

April 5, 2019

Kim Monjaras
Mid-Region Council of Governments
809 Copper Ave. NW
Albuquerque, NM 87102

Dear Mrs. Monjaras,

Innovate+Educate, an Industry-led non-profit that implements and develops research-based strategies and assessments to close national skills gap and bridge the opportunity divides with a concentration on skills-based hiring and development of skills-based assessments.

Beginning in 2015 Innovate+Educate has engaged in a contractual relationship with the City of Albuquerque for the development and implementation of Talent Albuquerque "TalentABQ". Talent ABQ is a project funded via the City of Albuquerque and promotes a workforce partnership with the City of Albuquerque, Workforce Connection of Central NM (WCCNM), Central NM Community College (CNM), New Mexico Department of Workforce Solutions to promote the use of skills-based hiring, credentialing, and work ready training. Within this project Innovate+Educate introduced "Core Score" to the Workforce Connection of Central NM, which is an assessment product that provides a method to measure soft skills for industry specific requirements.

The TechHire grant proposal specified that it will build on initiatives already underway within central New Mexico to enhance systems and processes and ensure that TalentABQ's goals are aligned to the TechHire NM project. This proposed contract is for services to enhance Core Score to specifically assess and measure soft skills identified as important for the information technology industry. In addition, three years of maintenance and functional enhancements will be performed.

Innovate+Educate possess the expertise and ownership and trademark of the product and is the only source capable of leveraging existing systems and process implemented by the Talent ABQ initiative for enhancement to Core Score in its use by TechHire and workforce services related to the information technology industry.

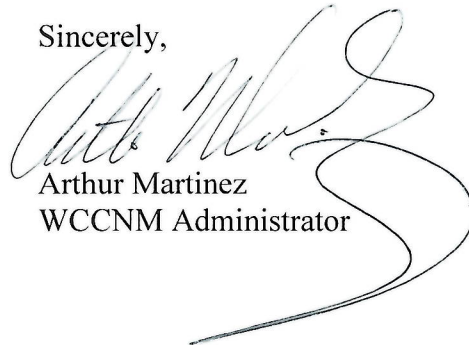


809 Copper Avenue, NW • Albuquerque, New Mexico 87102
Telephone: (505) 247-1750 • Fax: (505) 247-1753 • www.wccnm.org

"Equal Opportunity Program"

Therefore, we recommend that Innovate+Educate is the only source for these efforts and a professional services contract be approved and executed so the TechHire project may immediately begin these important system modifications and related services.

Sincerely,

A handwritten signature in black ink, appearing to read 'Arthur Martinez', with a long, sweeping flourish extending from the bottom right.

Arthur Martinez
WCCNM Administrator



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Telephone: (505) 247-1750 • Fax: (505) 247-1753 • www.wccnm.org

"Equal Opportunity Program"



April 5, 2019

Mr. Art Martinez
Workforce Administrator
Workforce Connection of Central NM
Albuquerque, NM

Dear Mr. Martinez:

Innovate+Educate has provided services to the TechHire grant related to their contract with the City of Albuquerque, Talent ABQ/TechHire ABQ. These services are related to delivery of the Core Score assessment for employability skills. Currently, I+E has a contract with the City of ABQ that delivers the Core Score assessment and other I+E tools across ABQ. The contract includes delivery of services and access for up to 28 skill-up sites including the One Stop Centers in the region.

This contract tested and validated an additional tech component of Core Score to align with the TechHire initiative and assess foundational technical fundamentals. This work will expand on the City Contract to ensure continuity of services in the region and scaling skills based hiring in alignment with the City and the TechHire initiative.

Innovate+Educate has proprietary rights and trademark of Core Score Assessment. The assessment is being used in the work with Talent ABQ/TechHire ABQ, and continues to be a valuable product/tool for candidates seeking employment. The assessment is the only employability assessment on the market that has been validated by employers to measure both competency and performance on the job. It also is the only assessment that has been validated for specific sectors. The assessment is the only assessment that is delivered on a mobile phone, nonproctored, to ensure the learner does not have to go to a center to be assessed.

We and key stakeholders are aware of the other assessments available to the market.. They fall short of the TechHire contract in several areas: 1) they do not measure soft skills/employability skills; 2) they are not contextualized for the tech sector; 3) they are not familiar in New Mexico; 4) they would conflict with the City of ABQ work already on the ground with Core Score assessment.

Thank you. Please contact me with any further questions.

A handwritten signature in blue ink, reading 'Jamai Blivin'.

Jamai Blivin
CEO, Innovate+Educate

Art Martinez

From: Jamai Blivin <jamai.blivin@innovate-educate.org>
Sent: Thursday, April 4, 2019 7:32 PM
To: Art Martinez; Jamai Blivin
Subject: trademark information

TRADEMARK OFFICIAL GAZETTE PUBLICATION CONFIRMATION

U.S. Serial Number: 87389257
Mark: CORE SCORE
International Class(es): 042
Owner: Innovate-Educate
Docket/Reference Number:

The mark identified above has been published in the Trademark Official Gazette (TMOG) on Sep 26

To Review the Mark in the TMOG:

Click on the following link or paste the URL into an internet browser: <https://tmog.uspto.gov/#issue>

On the publication date or shortly thereafter, the applicant should carefully review the information that is published. If the information is incorrect due to USPTO error, the applicant should immediately email the requested corrections or amendments after publication, please file a post publication amendment using the link at <http://teasroa.uspto.gov/ppa/>. For general information about this notice, please contact the Trademark Assistance Center at 1-800-786-9199.

Significance of Publication for Opposition:

Any party who believes it will be damaged by the registration of the mark may file a notice of opposition with the Trademark Trial and Appeal Board. If no party files an opposition or extension request within the eleven (11) weeks after the publication date a certificate of registration should issue.

To check the status of the application, go to <http://tsdr.uspto.gov/#caseNumber=87389257&caseType=SERIAL> or contact the Trademark Assistance Center at 1-800-786-9199. Please check the status of the application filing date.

To view this notice and other documents for this application on-line, go to http://tsdr.uspto.gov/#caseNumber=87389257&caseType=SERIAL_NO&searchType=documentS available on-line the next business day after receipt of this e-mail.

5--

Jamai Blivin
CEO, Innovate+Educate
mobile 505-629-7071
<http://www.innovate-educate.org/>

Save the Date!
Close It 2019 - Santa Fe NM October 14-17, 2019

FIRST SUPPLEMENTAL AGREEMENT

THIS FIRST SUPPLEMENTAL AGREEMENT is made and entered into this 17 day of September, 2018, by and between the City of Albuquerque, New Mexico, a municipal corporation (hereinafter referred to as the "City"), and Innovate + Educate, a 501 c (3) corporation, whose address is 422 Old Santa Fe Trail, Santa Fe, NM 87501 (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the City and Contractor entered into an Agreement, dated March 2, 2018 hereinafter referred to as the "Original Agreement", whereby the Contractor agreed to render certain professional services to the City; and

WHEREAS, the City has determined that a change in Scope of Services to add additional requirements is needed; and

WHEREAS, the City has also determined that a change in Time of Performance and Method of Payment is required; and

WHEREAS, the Contractor is agreeable to the new terms of this Agreement .

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Section 1. of the Original Agreement is hereby amended to read as follows:

1. Scope of Services. The Contractor shall perform the following services (hereinafter referred to as the 'Services') in a satisfactory and proper manner, as determined by the City:

A. The Contractor will continue and expand the current Talent ABQ infrastructure in FY18 by supporting a Version 3.0 web-based portal that will guide and offer free and premium skill development resources to jobseekers directed at the cognitive and soft skills content areas that need improvement in beyond Work Keys/Key Training.

B. The Contractor will add key components to the portal to include transportation, childcare and partner/CBOs for jobseekers.

C. The Contractor will maintain and operate the current Talent ABQ infrastructure by working with current and future Talent ABQ partners/stakeholders to continue their contributions to the Talent ABQ marketplace. This includes:

I. Providing access for jobseekers and employers to proctored/non proctored cognitive and non-cognitive skills assessments aligned with the Talent Marketplace using the state licensing of Work Keys and Prove-it software as well as the I+E platform for Core Score.

II. Maintaining all "Skill-Up" centers access to jobseekers

III. Continued training and operational support for Public Testing Centers

IV. Maintaining the current system of employer outreach, education, and

engagement

V. Maintaining the current system of jobseeker outreach, education, and engagement

VI. Maintaining the current system that aligns the secondary and post-secondary education system with jobs and skills scores that connects to employers / partners in the Talent ABQ marketplace.

D. The Contractor will continue to promote Talent ABQ on a national stage to receive recognition as an innovator in regional workplace development and economic development. The Contractor will promote Albuquerque in a positive manner.

E. The Contractor will plan and host a free-of-charge Talent ABQ job fair in 2018 that promotes the use of skill scores to both the jobseeker and employers.

F. The Contractor will develop and deploy an open source web-based communication model that: integrates a system that posts skills scores to a feed provided by national partner Geographic Solutions; allows jobseekers to search all jobs in Albuquerque based on skill scores and competencies required; guides jobseekers to resources that will get them those skill scores and competencies; and provides employers with valid skills scores and candidates for their job opening.

G. The Contractor will continue to maintain and build upon a matrix/dashboard system to measure system movement and progress alignment towards Talent ABQ marketplace goals. The following metrics will be measured: reaction (satisfaction, endorsement, etc.); learning (involvement in learning about skills based hiring and Talent ABQ systems, etc.); behavior change (employers practicing skills based hiring, jobseekers testing/skilling up, Talent ABQ services being used by stakeholders to change how the workforce is trained and sustained, technology development to support skills based hiring, resources diverted to sustain Talent ABQ, etc.) Results (employers hiring using skills based hiring, jobseekers using skill up resources to better their opportunity, education system embed Talent ABQ resources in educational approach, etc.).

H. The Contractor will conduct quarterly real time labor analyses of the Albuquerque Metropolitan Service Area and submit report to the City. Data collected to include: Top twenty-five (25) employers; Top twenty-five (25) Occupation /Job Titles in Demand; Top twenty-five (25) Skills in Demand; Education/Experience breakdown analysis of Top twenty-five (25) jobs; Skills Scores needed for Top twenty-five (25) occupations; and Aggregate of Skills Scores available by population that tested versus skills scores needed for Top twenty-five (25) occupations.

I. The Contractor will operate an Albuquerque office for Talent ABQ marketplace to provide direct access to the community and serve as a point of in-person contact for all Talent ABQ marketplace stakeholders and training and testing facility for employer partners and jobseekers.

J. The Contractor will link the Talent ABQ marketplace with other regional workforce based/educational projects to include but not limited to: Mission Graduate, ABC Community Schools, Americorps success coaches, Project Running Start and Innovate ABQ.

K. The Contractor will continue to provide \$100,000 in matching funds from other sources and continue to pursue other non-City funding sources, and present those as part of the sustainability plan; beginning FY 18.

L. The Contractor will submit a written progress report summarizing the overall status of the project, amounts of users and businesses participating, and status of each deliverable with each invoice.

M. The Contractor will submit a final written report to be delivered to the City on December 31, 2018 showing all research and deliverables met under this Agreement.

N. Employer Outreach:

I. Beginning July 15th, 2018 I+E will begin an outreach campaign to employers within the target area via email, phone calls and social media. City of ABQ and corridor partners will provide an email list of these companies to assist with the outreach process. Economic Development (with the possible support of the Mayor's office) will assist in outreach to large anchor companies (Hospitals, Hotels, Utilities) and possibly developers, to assure they participate in the effort.

II. Innovate+Educate will work with the companies to identify one or two positions they would like to fill in the "OneABQ Job Source" initiative. I+E will take those job position(s) and create a skills-based job description for the employer. These jobs will be featured on Talent ABQ platform as "first source jobs" and pushed out to candidates. Initial goal: 20 Companies.

2. Section 2. of the Original Agreement is hereby amended to read as follows:

2. Time of Performance. Services of the Contractor shall commence upon execution of this Agreement, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed December 31, 2018.

3. Section 3.B. of the Original Agreement is hereby amended to read as follows:

B. Method of Payment. Upon proof of execution/completion of items A- L contractor will receive One Hundred Thirty Two Thousand Five Hundred and No/100 Dollars (\$132,500.00) payment subject to satisfactory compliance with reporting and deliverable requirements. Upon completion 1.N.I the contractor will receive Twenty Five Thousand and No/100 Dollars (\$25,000.00) payment subject to satisfactory compliance with reporting and deliverable requirements. Upon completion 1.N.II the contractor will receive Twenty Five Thousand and No/100 Dollars (\$25,000.00) payment subject to satisfactory compliance with reporting and deliverable requirements. Upon completion of item M. the contractor will receive Seventeen Thousand Five Hundred and No/100 Dollars (\$17,500.00) payment subject to satisfactory compliance with reporting and deliverable requirements. All invoices submitted to the City will include a written progress report, as set forth in L. Such amounts shall be payable upon completion of the Services upon receipt by the City of properly documented requisitions for payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.

4. Except as herein expressly amended, the terms and conditions of the Original Agreement shall remain unchanged and shall continue in full force and effect unless there is a conflict between the terms and conditions of the Original Agreement and this First Supplemental Agreement, in which event, the terms and conditions of the First Supplemental Agreement shall control.

5. This Agreement shall not become effective or binding until approved by the City's Purchasing Officer.

IN WITNESS WHEREOF, the City and the Contractor have executed this First Supplemental Agreement as of the date first above written.

CITY OF ALBUQUERQUE

CONTRACTOR: Innovate + Educate

Approved By:

By:


Sarita Nair
Chief Administrative Officer

Title:


Date:  9/17/18

Synthia R. Jaramillo, Director
Economic Development Department

Date: 9/18/18

B. Jesse Muñoz, MBA
Acting Chief Procurement Officer

Date:

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City of Albuquerque
Purchasing Division-CONTRACT

Dispatch via Print

Supplier 0000142417
INNOVATE EDUCATE
PO BOX 8919
SANTA FE NM 87504
USA

Contract ID	00000000000000000000707865	Page	1 of 1
Contract Dates	12/08/2015 to 08/30/2016	Origin:	MYV
Contract Ref:	PT201600129	Contract Maximum	200,000.00
Document Print Date:	12/11/2015	Last Date Update:	12/11/2015

TALENT ABQ FY16

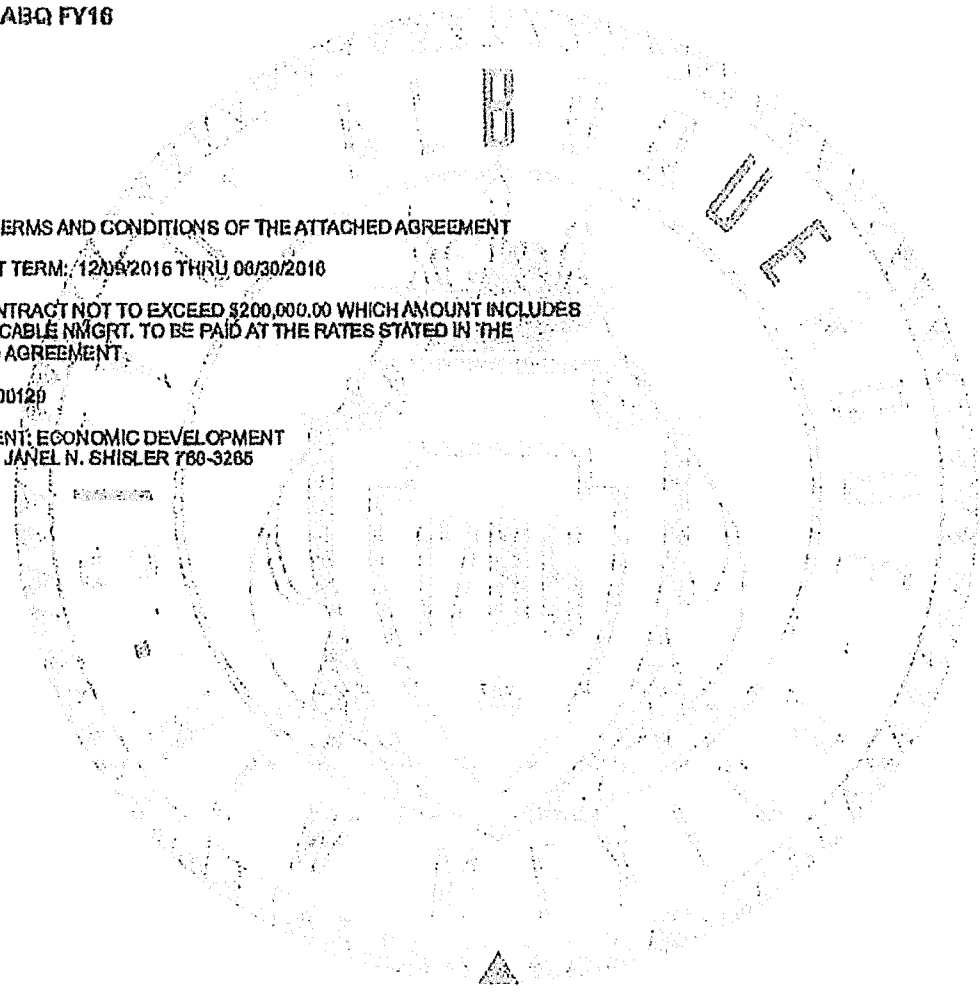
PER THE TERMS AND CONDITIONS OF THE ATTACHED AGREEMENT

CONTRACT TERM: 12/08/2016 THRU 08/30/2016

TOTAL CONTRACT NOT TO EXCEED \$200,000.00 WHICH AMOUNT INCLUDES
ANY APPLICABLE NMGT. TO BE PAID AT THE RATES STATED IN THE
ATTACHED AGREEMENT.

CCN: 201600129

DEPARTMENT: ECONOMIC DEVELOPMENT
CONTACT: JANEL N. SHISLER 768-3285


Ramon C. [Signature]
Purchasing Office

Purchasing Division Contract

Acceptance of this purchase order/contract indicates vendor acceptance of all terms and conditions printed on the front and back of this form. Valid only with official City of Albuquerque Purchasing Division signature. Call 505-768-3320 for any questions.

White - Vendor Yellow - Dept. Copy Pink - Purchasing Gold - Accounting

AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of December, 2015, by and between the City of Albuquerque, New Mexico, a municipal corporation (hereinafter referred to as the "City"), and Innovate + Educate, a 501 c (3) corporation, P.O. Box 9919, 263 Staub Street, Santa Fe, NM 87504 (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the City of Albuquerque recognizes that innovative workforce development programs are essential elements of a successful economic development and job creation; and

WHEREAS, the Contractor is an industry-led non-profit implementing research-based strategy to close national skills gap and bridge the opportunity divide; and

WHEREAS, the Contractor has developed a program specifically for the Albuquerque community called Talent Albuquerque ("Talent ABQ"); and

WHEREAS, Talent ABQ promotes the use of skills-based hiring, credentialing, and work-ready training to address the City's workforce skill gap and better match the workforce needs of employers with the skills and talents of New Mexico's jobseekers; and

WHEREAS, the Contractor has executed a two year delivery of Talent ABQ to create the first national skills based matching system using skills scores assigned to job postings, connecting jobseekers to employers based on skills; and

WHEREAS, thirty-two libraries and community centers have been utilized as "skill-up" center locations to strengthen jobseekers' skill sets for future employers; and

WHEREAS, the Kellogg Foundation previously awarded a grant to the Contractor that allowed for a 2 for 1 match of City funds in year 1; and

WHEREAS, Innovate+Educate matched the \$200,000 awarded by 2 to 1 to the City funds in Year 2; and

WHEREAS, \$200,000 has been appropriated in one-time money from the Economic Development Investment Fund to support Talent ABQ in Year 3 (2016) with a focus on Talent ABQ #TechHire (a new focus on IT jobs and the tech/innovation sectors to build upon the skills based hiring model); and

WHEREAS, the Contractor has partnered with Central New Mexico Community College ("CNM") and New Mexico Department of Workforce Solutions to implement Talent ABQ; and

WHEREAS, the City desires to engage the Contractor to render certain services in connection therewith and the Contractor is willing to provide such services.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. **Scope of Services.** The Contractor shall perform the following services (hereinafter referred to as the 'Services') in a satisfactory and proper manner, as determined by the City:

A. The Contractor will expand the current Talent ABQ infrastructure in FY 16 to build a Talent ABQ #TechHire publicly listed tech job section on the Talent ABQ site as a Talent ABQ/TechHire interface. This will be the formal launch of Talent ABQ#TechHire.

B. The Contractor will work with the City of ABQ Economic Development Department and other lead partners to include CNM, NM Technology Council, UNM Career Services and Mission Graduate to establish a Talent ABQ #TechHire Planning and Implementation Committee (the "Committee") to include:

- I. Outline of Committee functions
- II. Roles and responsibilities
- III. Facilitation of Committee meetings (quarterly at a minimum)
- IV. Recommendation of appointments for the Committee to the Mayor's office and Economic Development Director Department Gary Oppedahl.

The Committee will focus on supporting the mission of the TechHire initiative, including but not limited to creating a tech pathway in Albuquerque based on skills and competencies. The Committee will also create a vision/mission for the TechHire initiative, and define tech jobs for the benefit of Albuquerque's specialized landscape, mapping out key stakeholders to build upon the skills based hiring model.

C. The Contractor will continue to support the existing infrastructure of Talent ABQ to include the 32 skill-up sites, the testing coordination, continued outreach to increase number of participating companies, supporting companies wanting to use skills based hiring, providing technical assistance to jobseekers, partnering with the NM Workforce Connections Office in Albuquerque, and elevating Talent ABQ on a national level.

D. The Contractor, with the Committee, will research and pursue the existing tech training-to-job pathways, certifications, bootcamps, curriculum and other training resources available to create a pathway to employment for residents of Albuquerque to pursue technology jobs, to include open source curriculum, credentials, college credit, and degree attainment. This will also include cost analysis. This beginning framework will be highlighted in the first report to the City.

E. The Contractor will plan and host a national event in Spring 2016 that promotes Albuquerque as a technology and innovation City and highlights the Talent ABQ #TechHire initiative. Invites will include White House officials, Opportunity@Work, Lumina Foundation, Google, Linked In, national I+E Media partners and Cities/regions that will showcase CABQ leadership in the national TechHire initiative.

F. The Contractor will develop and deploy a build-out of the Talent ABQ system that supports the tech sector, working closely to not duplicate existing efforts in ABQ but serve as an integrator to allow companies, entrepreneurs, and jobseekers to connect around tech jobs and opportunities.

G. The Contractor will identify in-demand tech jobs based on ONET codes and build a skills-based model for Tech Jobs, using Burning Glass data. Burning Glass is a software program that aggregates job postings from approximately 15,000 internet job boards (as well as company websites) and codes and categorizes those openings and their requirements to facilitate interpretation and analysis.

H. The Contractor will engage tech employers to validate the identified tech training-to-job pathways. This will include creating a competency-based job description that allows the candidate to navigate more rapidly to the end result – the job.

I. The Contractor will engage job seekers who are veterans, disabled individuals, and those who have demonstrated foundational competencies appropriate for tech jobs based on their foundational skill scores (Workkeys).

J. The Contractor will develop the TalentABQ #TechHire real-time labor data dashboard to publish in-demand tech jobs, top employers, in-demand skills, and in-demand credentials for tech jobs in Albuquerque MSA (to include an area for employers to post apprenticeship/internship opportunities).

K. The Contractor will develop the Talent ABQ #TechHire interface to permit jobseekers to search for jobs based on tech credentials and certifications.

L. The Contractor will develop the Talent ABQ #TechHire "Pathway Connection Mini-Dashboard". This dashboard will be displayed on every posted tech job at the Talent ABQ #TechHire interface. It will display the employer accepted credentials, certificates, degree or other requirements necessary for the specific job.

M. The Contractor will serve as the lead liaison to the national TechHire initiative, including the City of ABQ in all communications. This will include the engagement of partners working on the larger national tech framework including Opportunity@Work, Google, LinkedIn and other companies working behind the scenes on the TechHire rollout nationally.

N. The Contractor will promote the Talent ABQ/TechHire initiative with media, businesses, non-profit partners, and others.

O. The Contractor will aggressively pursue other non-City funding sources, and present those as part of the sustainability plan beginning in FY 17.

P. The Contractor will submit a written progress report summarizing the overall status of the project, amounts of users and businesses participating, and status of each deliverable with each invoice.

Q. The Contractor will submit a final written report to be delivered to the City on June 30, 2016 showing all research and deliverables met under this Agreement.

2. **Time of Performance.** Services of the Contractor shall commence on execution of this Agreement, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed June 30, 2016.

3. **Compensation and Method of Payment.**

A. **Compensation.** For performing the Services specified in Section 1 hereof, the City agrees to pay the Contractor up to the amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00) which includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing the Services.

B. **Method of Payment.** Such amount shall be payable in three payments. Progress reports shall be submitted with each invoice. Upon proof of execution/completion of items A-D contractor will receive a payment of Fifty Thousand and No/100 Dollars (\$50,000.00) subject to satisfactory compliance with reporting and deliverable requirements. Upon proof of execution/completion of items F-J and L-O the Contractor will receive a payment of One Hundred Thousand and No/100 Dollars (\$100,000.00) subject to satisfactory compliance with reporting and deliverable requirements. Upon proof of execution/completion of items E, K, P and Q, and upon receipt by the City of properly documented requisitions for payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the Services to the satisfaction of the City the contractor will receive a final payment of Fifty Thousand and No/100 Dollars (\$50,000.00) to complete deliverables with final report and sustainability plan to the City. This final deliverable will include the national event in Albuquerque in spring 2016.

C. **Appropriations.** Notwithstanding any provision in this Agreement to the contrary, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement may be terminated at the end of the City's then current Fiscal Year upon written notice given by the City to the Contractor. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

4. **Independent Contractor.** Neither the Contractor nor its employees are considered to be employees of the City of Albuquerque for any purpose whatsoever. The Contractor is considered as an independent contractor at all times in the performance of the Services described in Section 1. The Contractor further agrees that neither it nor its employees

are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

5. Personnel.

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

C. None of the work or the Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or Agreement and shall be subject to each provision of this Agreement.

6. Indemnity. The Contractor agrees to defend, indemnify and hold harmless the City and its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons or property arising out of or resulting from the Services performed by the Contractor under this Agreement or by reason of any asserted act or omission, neglect or misconduct of the Contractor or Contractor's agents or employees or any subcontractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7. Insurance. The Contractor shall procure and maintain at its expense until final payment by the City for Services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the Services and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with this Section. All certificates of insurance shall provide that thirty (30) days' written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than professional liability or workers' compensation, the City shall be named an additional insured. All coverages afforded shall be primary with respect to operations provided. Kinds and amounts of insurance required are as follows:

A. **Commercial General Liability Insurance.** A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$1,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire - Legal
\$ 5,000	Medical Payments

Said policy of insurance must include coverage for all operations performed for the City by the Contractor, and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

B. Automobile Liability Insurance. N/A

C. Workers' Compensation Insurance. Workers' Compensation Insurance for its employees in accordance with the provisions of the Workers' Compensations Act of the State of New Mexico.

D. Increased Limits. If, during the term of this Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.

8. Discrimination Prohibited. In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap, or disability as defined in the Americans With Disabilities Act of 1990, as now enacted or hereafter amended.

9. ADA Compliance. In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990, and all applicable rules and regulations (the 'ADA'), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

10. Reports and Information. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless otherwise authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the City.

11. Open Meetings Requirements. Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected

official, or appointed administrative official, as a representative of the City, is subject to the requirements of § 2-5-1 et seq., R.O.A. 1994, Public Interest Organizations. The Contractor agrees to comply with all such requirements, if applicable.

12. Establishment and Maintenance of Records. Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

13. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.

14. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

15. Compliance With Laws. In performing the Services required hereunder, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments.

16. Changes. The City may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.

17. Assignability. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the City thereto.

18. Termination for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies,

surveys, drawings, models, photographs and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

19. Termination for Convenience of City. The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing to the Contractor. If the Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding Section hereof relative to termination shall apply.

20. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

21. Enforcement. The Contractor agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

22. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

23. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque.

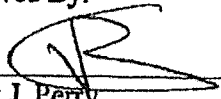
24. Approval Required. This Agreement shall not become effective or binding until approved by the City's Chief Administrative Officer, Director of Economic Development, and Chief Procurement Officer.

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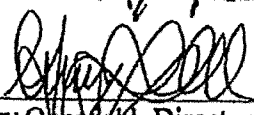
IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the date first above written.

CITY OF ALBUQUERQUE


Approved By:

Just 
Robert J. Perry
Chief Administrative Officer

Date: 12/9/15


Gary Oppenahl, Director
Economic Development Department

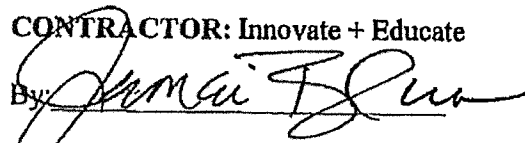
Date: 11-18-15


Ramona C. Martinez
Chief Procurement Officer

Date: 12/2/15

CONTRACTOR: Innovate + Educate

By:


Title: CEO

City of Albuquerque
Purchasing Division-CONTRACT

Dispatch via Print

Supplier 0000142417
INNOVATE EDUCATE
422 OLD SANTA FE TR
SANTA FE NM 87501
USA

Contract ID	Page
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Contract Dates	Origin:
02/01/2017 to 06/30/2017	MYV
Contract Ref:	Contract Maximum
PT201700477	200,000.00
Document Print Date:	Last Date Update:
02/10/2017	02/10/2017

SUPPORT - INNOVATIVE WORKFORCE

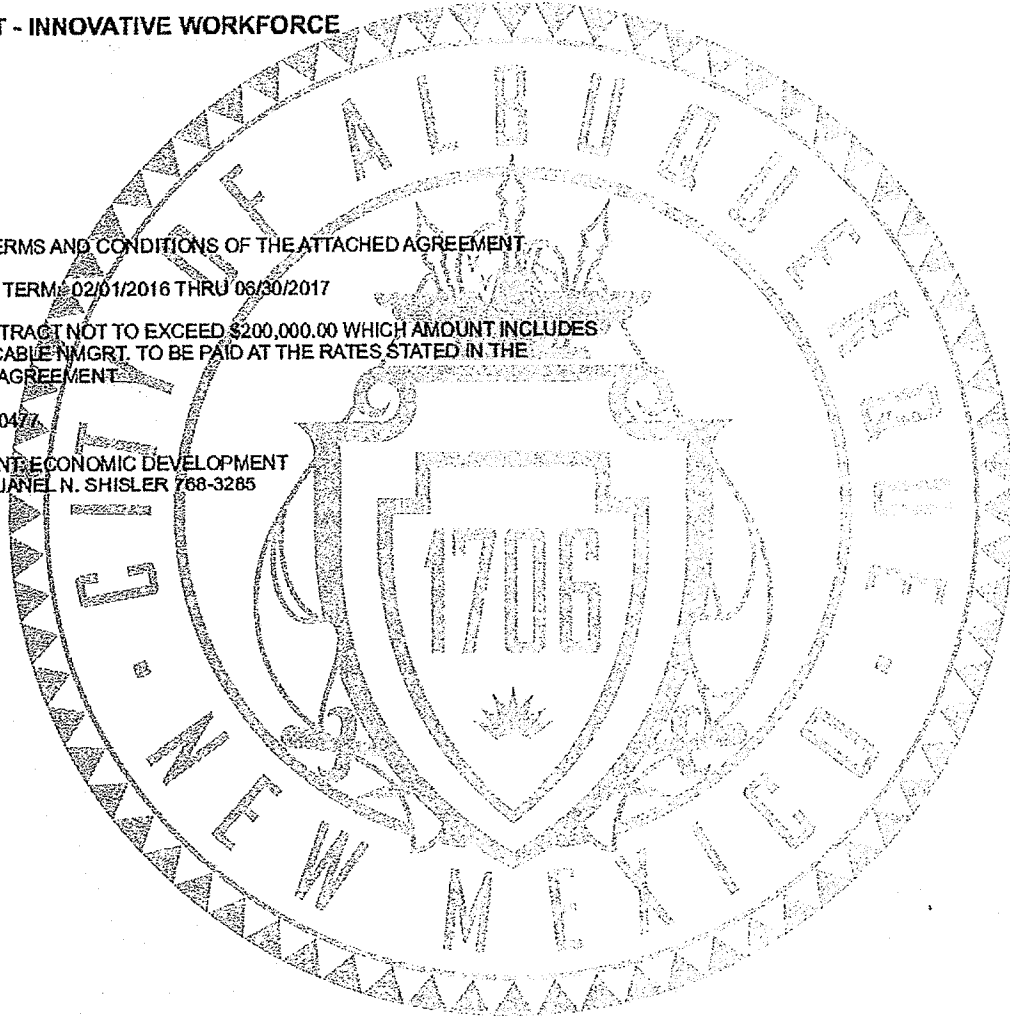
PER THE TERMS AND CONDITIONS OF THE ATTACHED AGREEMENT

CONTRACT TERM: 02/01/2016 THRU 06/30/2017

TOTAL CONTRACT NOT TO EXCEED \$200,000.00 WHICH AMOUNT INCLUDES
ANY APPLICABLE NMGR. TO BE PAID AT THE RATES STATED IN THE
ATTACHED AGREEMENT

CCN: 201700477

DEPARTMENT: ECONOMIC DEVELOPMENT
CONTACT: JANEL N. SHISLER 768-3285



Purchasing Division

Ramon C. Martinez
Purchasing Office

IMPORTANT NOTICE: BY COMMENCING WORK UNDER THIS PROCUREMENT CONTRACT OR PURCHASE ORDER, VENDOR ACCEPTS ALL TERMS AND CONDITIONS WITHIN AND ATTACHED TO THIS PROCUREMENT CONTRACT OR PURCHASE ORDER AND AGREES THAT, TO THE EXTENT ANY VENDOR TERMS CONFLICT, THE CITY'S TERMS AND CONDITIONS SHALL GOVERN. VALID ONLY WITH OFFICIAL CITY OF ALBUQUERQUE PURCHASING DIVISION TO CERTIFY THE VALIDITY OF THE PURCHASE ORDER OR REQUEST PHOTO IDENTIFICATION FROM THE PERSON PRESENTING THE PURCHASE ORDER AND MAINTAIN FOR ITS RECORDS THE DRIVER'S LICENSE NUMBER, SOCIAL SECURITY NUMBER, OR CITY ID NUMBER OF THAT PERSON. THE CITY WILL NOT BE LIABLE FOR PURCHASES MADE BY UNAUTHORIZED INDIVIDUALS. CALL 505-768-3320 WITH ANY QUESTIONS.

Acceptance of this purchase order/contract indicates vendor acceptance of all terms and conditions printed on the front and back of this form. Valid only with official City of Albuquerque Purchasing Division signature. Call 505-768-3320 for any questions.

White - Vendor

Yellow - Dept. Copy

Pink - Purchasing

Gold - Accounting

AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of February, 2017, by and between the City of Albuquerque, New Mexico, a municipal corporation (hereinafter referred to as the "City"), and Innovate + Educate, a 501 c (3) corporation, 422 Old Santa Fe Trail, Santa Fe, NM 87501 (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the City recognizes that innovative workforce development programs are essential elements of a successful economic development and job creation; and

WHEREAS, the Contractor is an industry-led non-profit implementing research-based strategy to close the national skills gap and bridge the opportunity divide; and

WHEREAS, the City Council, through Resolution R-13-206, appropriated funds to the Economic Development Department ("EDD") to partner with the Contractor on a workforce readiness program titled Talent Albuquerque ("Talent ABQ"); and

WHEREAS, the City Council has approved the continuation of the program each year through Executive Communication; and

WHEREAS, EDD has addressed the Talent ABQ program as a continuing economic development initiative to the City's Committee of the Whole for its FY/17 Budget Request; and

WHEREAS, Albuquerque has received national attention (and new funding) for the development of the program specifically for the Albuquerque community for the Talent ABQ program and is ready to implement the next phase of Talent ABQ ("TechHire ABQ"); and

WHEREAS, TechHire ABQ promotes the use of skills-based hiring, credentialing, and work-ready training to address the Albuquerque's innovation strategy and better match candidates with tech skills to positions and industries aligned to the technology sector; and

WHEREAS, the Contractor has executed fully a three (3) year delivery of Talent ABQ with a sustainability plan for transfer of day to day operations to NM Workforce Connections Center ("NMWCC"), allowing the Contractor to focus on successful execution of the ABQ "New Mexico Tech Connections TechHire Grant" (2016-2019) to create the most advanced national skills and credentials-based matching system of tech employment in Albuquerque; and

WHEREAS, thirty-six (36) libraries and community centers will continue to be utilized as "skill-up" center locations to strengthen jobseekers' skill sets for Information Technology ("IT") and tech skills; and

WHEREAS, the Rockefeller Foundation will match \$200,000 to advance employment for youth ages sixteen through twenty-four (16-24) with a focus on high demand wages such as IT; and

WHEREAS, the Contractor has partnered with Central New Mexico Community College ("CNM") and New Mexico Department of Workforce Solutions ("NMDWS") to implement TechHireABQ; and

WHEREAS, the City desires to engage the Contractor to render certain services in connection therewith and the Contractor is willing to provide such services.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. **Scope of Services.** The Contractor shall perform the following services (hereinafter referred to as the 'Services') in a satisfactory and proper manner, as determined by the City:

A. Planning, Coordination, Convening, and Tracking. The Contractor will serve as the community integrator to deliver the following:

I. Facilitate goal setting, tracking progress, reviewing challenges and successes, and making adjustments;

II. Track partners as well as overall metrics (activities / outputs / outcomes);

III. Manage the regional TechHire brand, messaging, and information resources including digital content on TechHire.org and other websites;

IV. Convene regular meetings and events and participate in the events of partners; and

V. Participate and represent the region in the Opportunity@Work TechHire National learning network.

B. Advisory Council: The Contractor will serve as integrator to formalize and staff a TechHire Core Advisory Council ("Council"). The role of the Council is to track progress and build local support for TechHire. This is a required component of the Department of Labor funded TechHire grant. The Council will be comprised of up to twelve (12) individuals who are committed to the success of the TechHire effort and can devote regular hours on a monthly, ongoing basis for Council meetings and other tasks. The Council will be established and names submitted to the City with NMWCC approval no later than December 31, 2016 (such other date as may be determined in writing by the parties). The Council shall include members from the following areas:

I. An elected official or representative that would be identified as the local TechHire champion;

II. Central New Mexico Community College;

III. New Mexico Technology Council lead;

IV. A minimum of three IT employers; and

V. Representatives from Mission Graduate, YDI and Running Starts for Careers.

C. Expand Access to Employment in Central Corridor as extension of

Talent ABQ and TechHire ABQ.

I. The Contractor will focus the efforts of skills based hiring and entry level digital skills on the Central Corridor of Albuquerque.

II. The Contractor will make, no later than December 31, 2016 (or such other date as may be determined in writing by the parties), an official announcement of expansion and focus on the Central Corridor for digital skills and job training will be announced. This will include locating a minimum of one (1) new "skill up" site in the Central Corridor.

III. The Contractor will work with the City to explore the feasibility of an additional TalentABQ assessment center along the Central Corridor.

IV. The Contractor will work with NMDWS and EDD on marketing the TechHire program to Central Corridor businesses and jobseekers.

V. The Contractor will work with EDD and the NMDWS to create a schedule for the NWDWS Mobile Assessment Van.

VI. The Contractor will create and submit a Central Corridor Resource map showing major employment centers, current Talent ABQ partner employers, and public transportation assets along the Central Corridor.

D. Identify and Grow Accelerated Training Providers

I. The Contractor will serve as lead integrator for offering skills based and credential based relevant accelerated training programs that can receive exposure and marketing to the growing network of TechHire employers and prospective students, and they can also benefit from access to services connected to the TechHire employer network (curriculum advisory, events, job matching opportunities, mentorship).

II. The Contractor will develop an "online intake form" that is required for all education and training institutions to complete which will include identifying the specific occupational categories that TechHire graduates will be prepared to enter as well as the specific skills that they will have mastered, provide contact information for employer lead, and specify the specific credentials they will recognize in the hiring process.

III. The Contractor will work with NMWCC to develop and track all mutual goals and metrics from learning providers to assure completion and a minimum of seventy-five (75) students completing the TechHire initiative by June 30, 2017.

IV. The Contractor will coordinate marketing and campaigning documents to TechHire employers and prospective training partners and candidates. There will be a complete marketing campaign launched no later than February 15, 2017 for the TechHire initiative including the Skill Up Sites. All Skill Up Sites will receive new marketing materials and be included in a TechHire orientation no later than Feb. 15, 2017.

V. The Contractor will create and distribute one (1) national press release for Talent ABQ and TechHire leading the nation in addressing skills and tech training for citizens in Albuquerque.

E. Engage Community-Based Organizations ("CBO") and Workforce Development Organizations. CBOs and workforce development organizations can contribute to TechHire by leading outreach to underrepresented and overlooked populations for training and job opportunities, providing basic training and additional wrap-around support services for populations in need of this support, and supporting job placement with supplemental professional development, network, and job search support.

I. The Contractor will identify and engage CBOs and workforce development organizations around TechHire and the community needs as follows:

- a. Create an asset map (or resource list) of the most relevant resources and supports;
- b. Set and track mutual goals; and
- c. Facilitate CBO partnerships with employers, education / training institutions, funders, etc.

II. The Contractor will submit a sustainability and action plan with complete action map no later than June 30, 2017, all IT related jobs and sectors aligned for skilling and training, a sustainability strategy for the TechHire skill up centers, and all marketing and messaging materials in a ToolKit for TechHire ABQ.

F. The Contractor will submit a final report to the City of Albuquerque on full project deliverables no later than May 31, 2017.

2. **Time of Performance.** Services of the Contractor shall commence upon execution of this Agreement, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed June 30, 2017.

3. **Compensation and Method of Payment.**

A. **Compensation.** For performing the Services specified in Section 1 hereof, the City agrees to pay the Contractor up to the amount of Two hundred Thousand and No/100 Dollars (\$200,000.00), which includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing the Services.

B. **Method of Payment.** Such amount shall be payable in four (4) payments as described below. The Contractor shall submit progress reports with each invoice. Such amount shall be payable upon completion of the Services and upon receipt by the City of properly documented requisitions for payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.

I. Upon proof of execution/completion of Section 1.A, the Contractor will receive a payment of Fifty Thousand and No/100 Dollars (\$50,000.00);

II. Upon proof of execution/completion of Section 1.B. and Section 1.C., the Contractor will receive a payment of Fifty Thousand and No/100 Dollars (\$50,000.00);

III. Upon proof of execution/completion of Section 1.D., the Contractor will receive a payment of Fifty Thousand and No/100 Dollars (\$50,000.00); and

IV. Upon proof of execution/completion of Section 1.E. the Contractor will receive a payment of Fifty Thousand and No/100 Dollars (\$50,000.00).

C. **Appropriations.** Notwithstanding any provision in this Agreement to the

contrary, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement may be terminated at the end of the City's then current Fiscal Year upon written notice given by the City to the Contractor. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

4. **Independent Contractor.** Neither the Contractor nor its employees are considered to be employees of the City of Albuquerque for any purpose whatsoever. The Contractor is considered as an independent contractor at all times in the performance of the Services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

5. **Personnel.**

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

C. None of the work or the Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or Agreement and shall be subject to each provision of this Agreement.

6. **Indemnity.** The Contractor agrees to defend, indemnify and hold harmless the City and its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons or property arising out of or resulting from the Services performed by the Contractor under this Agreement or by reason of any asserted act or omission, neglect or misconduct of the Contractor or Contractor's agents or employees or any subcontractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7. **Insurance.** The Contractor shall procure and maintain at its expense until final payment by the City for Services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by it or its agents.

Before commencing the Services and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with this Section. All certificates of insurance shall provide that thirty (30) days' written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than professional liability or workers' compensation, the City shall be named an additional insured. All coverages afforded shall be primary with respect to operations provided. Kinds and amounts of insurance required are as follows:

A. Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$1,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire - Legal
\$ 5,000	Medical Payments

Said policy of insurance must include coverage for all operations performed for the City by the Contractor, and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

B. Automobile Liability Insurance. N/A

C. Workers' Compensation Insurance. Workers' Compensation Insurance for its employees in accordance with the provisions of the Workers' Compensations Act of the State of New Mexico.

D. Increased Limits. If, during the term of this Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.

8. Discrimination Prohibited. In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap, or disability as defined in the Americans With Disabilities Act of 1990, as now enacted or hereafter amended.

9. ADA Compliance. In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990, and all applicable rules and regulations (the 'ADA'), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify and hold harmless

the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

10. **Conflict of Interest.** No officer, agent or employee of the City will participate in any decision relating to this Agreement which affects that person's financial interest, the financial interest of his or her spouse or minor child or the financial interest of any business in which he or she has a direct or indirect financial interest.

11. **Interest of Contractor.** The Contractor agrees that it presently does not have, and shall acquire no direct or indirect interest which conflicts in any manner or degree with the performance of the terms of this Agreement. The Contractor will not employ any person who has any such conflict of interest to assist the Contractor in performing the Services.

12. **No Collusion.** The Contractor represents that this Agreement is entered into by the Contractor without collusion on the part of the Contractor with any person or firm, without fraud and in good faith. The Contractor also represents that no gratuities, in the form of entertainment, gifts or otherwise, were, or during the term of this Agreement, will be offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view towards securing this Agreement or for securing more favorable treatment with respect to making any determinations with respect to performing this Agreement.

13. **Debarment, Suspension, Ineligibility and Exclusion Compliance.** The Contractor certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States. The Contractor agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Contractor, the Contractor will notify the City immediately.

14. **Reports and Information.** At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless otherwise authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the City.

15. **Open Meetings Requirements.** Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the City, is subject to the requirements of § 2-5-1 et seq., R.O.A. 1994, Public Interest Organizations. The Contractor agrees to comply with all such requirements, if applicable.

16. **Establishment and Maintenance of Records.** Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

17. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.

18. **Ownership, Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

19. **Compliance With Laws.** In performing the Services required hereunder, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments.

20. **Changes.** The City may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.

21. **Assignability.** The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the City thereto.

22. **Termination for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

23. **Termination for Convenience of City.** The City may terminate this Agreement

at any time by giving at least fifteen (15) days' notice in writing to the Contractor. If the Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding Section hereof relative to termination shall apply.

24. **Construction and Severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

25. **Enforcement.** The Contractor agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

26. **Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

27. **Applicable Law and Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque. The venue for actions arising out of this Agreement is Bernalillo County, New Mexico.


28. **Approval Required.** This Agreement shall not become binding upon the City until approved by the highest approval authority of the City required under this Agreement.

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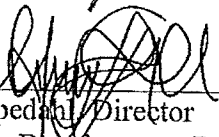
IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the date first above written.

CITY OF ALBUQUERQUE

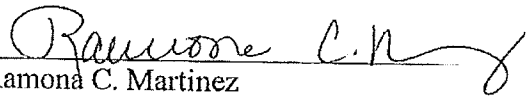
Approved By:


Robert J. Perry
Chief Administrative Officer

Date: 2/1/17


Gary Oppedahl, Director
Economic Development Department

Date: 1-13-17

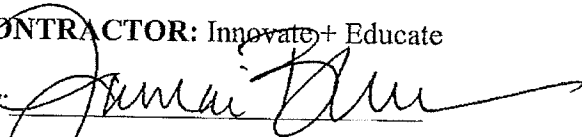

Ramona C. Martinez
Chief Procurement Officer

Date: 1/27/17

CONTRACTOR: Innovate+ Educate

By:

Title:


CEO